

**CONSTRUCTION CONTRACT
BROADLAND BUILDING SERVICES**

THIS CONSTRUCTION CONTRACT ("Contract"), effective as of the date of the last party to sign below, is between _____, having an address at _____ ("Contractor") and _____, having an address at _____ ("Owner").

For valuable consideration the parties hereby agree as follows:

1. **SCOPE OF WORK:** Contractor shall provide all labor and materials, and perform all work necessary for the completion of the residence, structure, or improvements as described in the drawings and specifications signed by both Owner and Contractor ("Project") and more particularly described as _____
Such drawings and specifications are hereby made a part of this Contract. Drawings and specifications shall contain a scale drawing showing the shape, size, and dimensions of the construction and equipment together with a description of the work to be done, materials to be used, and the equipment to be used or installed.
2. **WORK SITE:** The Project shall be constructed on the property of Owner located at _____ and more particularly described as _____ (hereafter "the Work Site"). Owner hereby authorizes Contractor to commence and complete the usual and customary excavation and grading on the Work Site as may be required in the judgment of the Contractor to complete the Project. Unless called for in the drawings or specifications, no landscaping, finish grading, filling or excavation is to be performed at the Work Site by the Contractor.
3. **TIME OF COMPLETION:** Contractor shall commence the work to be performed under this Contract on or before _____ and shall substantially complete the work in _____ weeks. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials.
4. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government, the cost thereof shall be included as part of the Project price.
5. **SOIL CONDITIONS:** Contractor shall have no responsibility for the condition of the soils at the Work Site. Any excavation, filling or other work required by the Owner other than the usual and customary excavation and grading shall be agreed to in a Change Order for an amount in addition to the Contract Price. Contractor shall not be responsible for any damages suffered by Owner as a result of the soil conditions at the Work Site.
6. **INSURANCE:** Contractor shall maintain general liability, workers compensation and builder's risk insurance.
7. **SURVEY AND TITLE:** If the Project is near the Owner's property boundary, Owner will point out property lines to the Contractor. If the Owner or Contractor has any doubt about the location of the property lines, Owner shall provide Contractor with boundary stakes through a licensed surveyor. In addition, Owner shall provide Contractor documentation that Owner has title to the

Work Site and shall provide Contractor copies of any covenants, conditions, or restrictions that affect the Work Site.

8. **CHANGES TO SCOPE OF WORK:** Owner may make changes to the scope of the work, including changes to the drawings and specifications, from time to time during the construction of the Project. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the Project as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, the Contractor shall estimate the cost thereof and Owner shall pay the actual cost whether or not it is in excess of the estimated cost.

9. **CONTRACT PRICE:**

{COST PLUS}

Owner agrees to pay Contractor the actual cost to Contractor of materials plus the sum of £_____ for performing the services set forth in the scope of the work. Contractor shall be paid as follows:

_____.

OR

{FIXED FEE}

Owner agrees to pay Contractor the sum of £_____ for performing the services set forth in the scope of the work. Contractor shall be paid as follows:

_____.

Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

10. **LATE PAYMENT/DEFAULT:** There is no late payment fees, we ask that all invoices are paid in full 24 hours after the invoice date. If we do not receive payment within 2 weeks of the invoice date, works on site will stop, all materials and product not paid for will remain the property of the contractor. Until payment is received in full. The contractor has the right to remove any products or materials on site that have been purchased by the contractor and not yet paid for in full.

11. **DESTRUCTION AND DAMAGE:** If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of the Contractor or its subcontractors, Owner shall pay Contractor for any additional work done by Contractor in rebuilding or restoring the Project to its condition prior to such destruction or damage. If the estimated cost of replacing work already accomplished by Contractor exceeds 20 percent of the Contract price, either the Contractor or Owner may terminate this Contract. Upon termination by either party, Contractor shall be excused from further performance under this Contract and Owner

shall pay Contractor a percentage of the Contract price in proportion to the amount of work accomplished prior to the destruction or damage.

12. **ASSIGNMENT:** Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

13. **INTERPRETATION:**

(a) **Interpretation of Documents.** The Contract, drawings, and specifications are intended to supplement one another. In the event of a conflict, the specifications shall control the drawings, and the Contract shall control both. If work is displayed on the drawings but not called for in the specifications, or if the work is called for in the specifications but not displayed on the drawings, Contractor shall be required to perform the work as though it were called for and displayed in both documents.

(b) **Entire Agreement.** This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.

(c) **Governing Law.** This Contract shall be interpreted and governed in accordance with the laws of the United Kingdom.

14. **SOLICITORS FEES AND COSTS:** If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable solicitor fees and court costs.

15. **PERFORMANCE:**

(a) Contractor may, at its discretion, engage licensed subcontractors to perform work pursuant this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

(b) All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

(c) Contractor agrees to remove all debris and leave the premises in broom clean condition. Unless stated otherwise by the client.

16. **WARRANTY:** Contractor's warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known within one (1) year from the date hereof. All said defects arising after one (1) year and defects in material are not warranted by Contractor. Contractor hereby assigns to Owner all warranties on materials as provided by the manufacturer of such materials. The contractor has no obligation to repair defects or works caused by interference from either the client or other contractors. If the product or work has been tampered with in any way the contractor is no longer liable. The contractor must be given the chance to rectify issues if any arise within the 1 year period.

AGREED:	
CONTRACTOR: BROADLAND BUILDING SERVICES _____ Signature _____ Print Name & Title MR D KITTLE (DIRECTOR) _____ Date _____ _____	OWNER: _____ Signature _____ Print Name _____ Date

** Optional notice required only for contracts to be paid from insurance proceeds:*

You may cancel this contract at any time before midnight on the fifth business day after you have received written notification from your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy. See attached notice of cancellation form for an explanation of this right.

NOTICE OF CANCELLATION

If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to (name of contractor) at (address of contractor's place of business) at any time prior to midnight on the fifth business day after you have received such notice from your insurer. If you cancel, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you within ten business days following receipt by the contractor of your cancellation notice.

I HEREBY CANCEL THIS TRANSACTION

(date)

(insured's signature)

** Optional notice required only for home solicitation sales:*

NOTICE OF CANCELLATION

(Date of transaction must be filled in at time of sale by seller.)

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel, without further obligation, this agreement by mailing a notice to the seller at the address as shown below, within 3 business days following the above date. You shall return the goods to seller in substantially the same condition as when you obtained them. Seller will then cancel all contracts and negotiable instruments executed by you and return any property given by you to seller within 10 days from date of transaction. If seller does not pick up the purchased goods within 20 days from date of your cancellation, you may retain or dispose of the goods without any further obligation. The notice must be mailed to: _____. (Name and mailing address of seller must be filled in at time of sale.)